

COLLECTIVE BARGAINING AGREEMENT

between

GREAT FALLS AIRPORT
FIRE FIGHTERS ASSOCIATION
IAFF LOCAL # 3261

and

STATE OF MONTANA
DEPARTMENT OF MILITARY AFFAIRS
AIR NATIONAL GUARD

2007-2009

PREAMBLE

This agreement is made and entered into this 5th day of June 2007, by and between the State of Montana, Department of Military Affairs, hereinafter called "Employer," and the Great Falls Airport Firefighters Association, International Association of Firefighters, Local #3261, hereinafter called the "Association," for the purpose of promoting and improving understanding between the Employer and the Association relative to labor-management relations, standards of wages, hours, and other conditions of employment, and to provide a means of amicable and equitable adjustment of grievances which may arise within the terms contained herein.

ARTICLE ONE - RECOGNITION

The employer hereby recognizes the Association as the exclusive representative for all shift employees of the Department of Military Affairs, Montana Air National Guard Fire Department, excluding the Fire Chief, Deputy Chief and Assistant Chiefs.

ARTICLE TWO - MANAGEMENT RIGHTS

The Association recognizes the prerogatives of the Employer to operate and manage its affairs in such areas, but not limited to:

1. Directing employees;
2. Hiring, promoting, transferring, assigning, and retaining employees;
3. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. Maintaining the efficiency of government operations;
5. Determining the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. Taking whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and

7. Establishing the methods and processes by which work is to be conducted. Such rights are retained by the Employer unless abridged, delegated or modified by the express provisions of this agreement.

ARTICLE THREE - ASSOCIATION RIGHTS

Section 1. The Association shall certify in writing to the employer the names of all employees or others authorized to represent the Association in the grievance procedure specified in Article Seven. For the purpose of that Article, persons authorized to represent the Association shall be known as "Stewards." A Steward may process grievances during regular working hours without loss of regular pay subject to the approval of the Fire Chief. Union representatives from the Council or International level may be called in to assist at any step during the grievance.

Section 2. Visits by Union Representatives: The Employer agrees that accredited representatives of the International Association of Fire Fighters or the Montana Council of Fire Fighters shall have full and free access to the premises of the Employer at all times subject to the approval of the Fire Chief. The Association agrees to provide the Employer with a list of such accredited representatives and to notify the Employer in writing of any changes to the list.

Section 3. Association Meetings/Bulletin Boards: The Employer agrees, subject to availability, to allow the Association to use the Employer's facilities for Association meetings. The Association shall be liable for any damage resulting from such use. Employees may, at the discretion of the employer, be allowed to attend association meetings during working hours.

The Employer will provide the Association with a reasonable amount of bulletin board space. The Association will not post information critical of, or derogatory to, the employer in the space provided.

ARTICLE FOUR - ASSOCIATION SECURITY

Section 1. Any employee covered by this agreement who is not an Association member and who does not apply for membership within 30 days shall, as a condition of employment, pay to the Association a representation fee, in an amount determined by the Association.

Section 2. Employees who fail to comply with the requirement shall be discharged by the Employer within 30 calendar days after written notice to the Employer from the Association.

Section 3. Upon receipt of written authorization from an employee covered by this agreement, the employer agrees to deduct Association dues or representation fees from the employee's pay. The Employer will remit such dues to the Association within 30 calendar days.

Section 4. The Association will indemnify, defend and hold the Employer harmless against any and all claims, suits or other forms of liability, including attorney's fees and costs of defense thereof, that arise by reason of any action taken or not taken by the Employer with regard to this Article.

Section 5. All correspondence to and from the Association shall be remitted through the executive office of the Association by management and the Association.

ARTICLE FIVE - NON-DISCRIMINATION

The Employer and the Association accept their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, sex, marital status, family relationships, and membership or non-membership in the Association.

ARTICLE SIX - HOURS OF WORK AND OVERTIME

Section 1. Schedules

A. "Shift" employees.

All shift employees will be assigned to work 24 hours on followed by 48 off. The shift start time shall be 0700, unless otherwise designated by management and mission-driven. It is understood and agreed that the shift that starts the 28 day pay cycle will choose two K-Days and the other two shifts will choose one K-Day. In those 28-day cycles that the employee has two K-Days, the employee may opt to work the second K-Day. This must be scheduled a minimum of 14 days prior to the K-Day, with management approval. K-Days will be chosen by the employee in conjunction with annual leave selection each year and approved by management. Order of selection will be by seniority. Overtime will be earned per section 207(k) of FLSA.

B. Lieutenants (day)

Lieutenants (day) will be assigned to work a 40 hour work week comprised of four

10-hour shifts per week. The shift start time shall be 0700 hours, unless otherwise designated by management and mission-driven. Shift employees, Lieutenants (day) shall have the same shift start time. In addition all day employees shall be assigned to work one 24-hour shift which will result in an additional 14 hours each 28 day cycle at straight time pay. A holiday benefit is equivalent to eight hours and employees are responsible to schedule an additional two hours in a holiday pay period or take leave. Overtime will be earned per section 207(k) of FLSA.

If an employee temporarily transfers to a shift position, they will earn overtime per Section 2 of this Article. In addition, if they work a holiday, they will be compensated for eight hours at time and one-half rather than the 3.3 requirement.

C. Schedule changes.

It is understood and agreed that individual employee's schedules (see A. & B. above) may be temporarily changed due to flying schedules, attendance at training schools, and/or assignment to light duty.

- D. An injured employee who suffers a medical disability, upon request by said employee and when such work is available and with medical approval, may be temporarily assigned light duty at his/her regular rate of pay. Such temporary light duty assignments shall be limited to six months in duration. Light duty is subject to management approval and is typically defined as temporary, short-term, reassignment due to a medical determination by a licensed physician. The medical determination must state the employee's limitations and ability to perform light duties. Light duty may consist of, but not be limited to, Fire Department dispatch, or administrative duties as determined by the Fire Chief or his qualified designee. Employees whose schedules are changed for the reasons listed above, will be given at least 10 days notice of any such schedule changes. Any schedule changes that must be made with less than 10 days notice must be done with mutual consent.

Section 2. Overtime and Compensatory Time. Shift employees required to work in excess of 212 hours, and Day Lieutenants employees required to work in excess of 174 hours, in a 28-day period (2 biweekly pay periods) at the direction of management, shall be compensated at a rate of one and one-half times the average hourly rate for each hour of overtime worked. Overtime shall be computed to the nearest one-half hour. (For straight time pay rates see Addendum A.)

With management approval, employees may elect to receive compensatory time off at a rate of one and one-half times each additional hour worked in accordance with the provisions of this

agreement. The Employer and the employee shall arrange for the taking of such compensatory time by mutual agreement.

Subsection 1. Compensatory time may not be accrued beyond 96 hours, representing 64 hours of actual overtime worked.

Subsection 2. An employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

Subsection 3. Upon termination, unused accumulated compensatory time will be paid to the employee at their final regular rate of pay.

Subsection 4. The Employer may, at any time, pay cash for all or any portion of an employee's accrued compensatory time.

Section 3. Hold Over pay. Employees required to stay after their regularly scheduled shift for in excess of 15 minutes shall be compensated at the rate of one and one half times their regular straight time rate for the actual hours worked, but with a minimum of one hour of overtime compensation.

Section 4. Call Back Pay. Employees required to return to work during their off duty hours shall be compensated at a rate of one and one half times their straight time pay rate for the actual hours worked, with a minimum guarantee of two hours. Whenever manning falls below the required levels and results in replacement personnel receiving less than 24 hours notice, call back must be used. For Sick Leave Call Back see Article 9, Section 2, Subsection N.

Section 5. Standby for Recall: If an employee is required by management to remain at home available for call back to duty (standby) he/she shall be compensated at the rate of one hour of straight time wages for each four hours on standby. Employees will be placed on standby status in four hour increments.

Section 6. Extended shift employees shall be entitled to: 1) a one hour lunch break, 2) a one hour dinner break, and 3) two 20-minute rest breaks. The lunch break shall normally be scheduled between 1130 and 1230 hours. The dinner break shall normally be scheduled between 1700 and 1800 hours. The morning rest break shall normally be scheduled to begin between 0900 and 0930 hours. The afternoon rest break shall be scheduled between 1430 and 1450 hours. Whenever manning falls below the required levels and results in replacement personnel receiving less than 24 hours notice, call back must be used.

It is understood and agreed that lunch, dinner and/or rest breaks may be interrupted due to emergencies or essential work, but that such breaks shall be resumed for the normal duration immediately upon conclusion of emergency or essential work. If work assignments extend past 1800 hours, employees performing such work shall be entitled to one 20-minute coffee break for each two consecutive hours of work.

ARTICLE SEVEN - GRIEVANCE PROCEDURE

Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all grievances between them involving questions of interpretation or application of the express terms and provisions of this Agreement.

Section 1. Steps to the grievance procedure

Step 1. Any alleged violation of this Agreement shall first be discussed informally between the employee(s) and the Fire Chief, Montana Air National Guard Fire Department, within 10 calendar days after the alleged grievance occurs. No grievance shall be reduced to writing and advanced to Step 2 of this grievance procedure until it has been presented for informal discussion and attempted resolution. The timeline may be extended through mutual agreement in the event the Fire Chief is unavailable due to extended absence. The Association will inform via e-mail the Fire Chief with a copy to the Base C.E.

Step 2. If the grievance is not settled at Step 1, the aggrieved employee shall, within 10 calendar days after the date of the Step 1 submission, present the grievance in writing to the Chief, Montana Air National Guard Fire Department. The grievance must be signed by the employee(s). The Chief will issue a written response within 10 calendar days after receiving the grievance at Step 2.

Step 3. If the grievance is not settled at Step 2, the aggrieved employee, within 10 calendar days after the date of the Step 2 decision, present the written grievance to the Base Civil Engineer/Fire Marshall. The Base Civil Engineer/Fire Marshall shall issue a written response within 10 calendar days after receiving the grievance at Step 3.

Step 4. If the grievance is not settled at Step 3, it shall be presented in writing to the Adjutant General or his designee, within 10 calendar days after the date of the Step 3 decision. The

Adjutant General shall issue a written response within 10 calendar days after receiving the grievance at Step 4.

Step 5. If the Association considers the Step 4 response unsatisfactory, the Association may, within 15 calendar days after receiving the Step 4 response, notify the Director of the Department of Military Affairs and the Chief, State Office of Labor Relations, of its decision to submit the grievance to final and binding arbitration.

Section 2. Rules of Grievance Processing

1. The time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step. The time limit for the grievant(s) shall be suspended when the grievant(s) is on military orders.
2. A grievance presented at Step 2 and above shall be dated and signed by the aggrieved employee presenting it.
3. A grievance not advanced to the next higher step within the time limits set forth in this Article shall be deemed permanently withdrawn and settled on the basis of the decision at the most recent step of the grievance procedure. Failure on the part of the Employer's representative to respond within the time limits set forth at each step in this Article will entitle the employee to proceed to the next step.
4. When the grievance is presented in writing, it shall include all of the following:
 - a. A complete statement of the grievance and facts upon which it is based;
 - b. The specific section or sections of this Agreement allegedly violated; and
 - c. The remedy or correction requested.

Section 3. Rules of Arbitration

1. Within 10 days after such written notice of intent to arbitrate is delivered to the Adjutant General, the parties shall call on the Montana Board of Personnel Appeals to provide a list of five arbitrators.

2. The parties will flip a coin to determine who strikes the first name. Each party shall be entitled to strike two names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator chosen shall be contacted and asked to schedule a hearing at the earliest possible date. No additional evidence may be submitted following the conclusion of the arbitration hearing. The arbitrator shall issue a decision within 30 calendar days of the hearing and that decision shall be final and binding.
3. Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants a transcript from the proceedings of the arbitration, the party requesting the transcript shall pay all costs. If each party requests transcripts, they shall equally share the cost.
4. Time limits at any step of the grievance procedure may be extended by mutual agreement between the parties.
5. The use of the above procedure is exclusive. Employees desiring to contest an employment action through alternative statutory or civil procedures may not contest the same employment action under the provisions of this Agreement's grievance procedure. Should the employee choose to pursue a statutory or civil procedure prior to exercising his grievance rights, the employee waives the right to pursue the claim through this grievance procedure.
6. The arbitrator's authority shall be limited to the interpretation and application of the express terms and provisions of this Agreement. No arbitrator shall have the power to add to, subtract from, or modify the terms of this agreement.

ARTICLE EIGHT - HOLIDAYS

Section 1. Recognized paid holidays shall be the following, in compliance with Section 1-1-216, MCA:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Lincoln's and Washington's Birthdays	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
State General Election Day

Second Monday in October
November 11
Fourth Thursday in November
December 25
First Tuesday after the first Monday in
November in even numbered years.

Section 2. Employees will be compensated for legal holidays, as set forth in 1-1-216, MCA, at the rate of 3.30 hours per bi-weekly pay period, which shall be added to the employees' base pay and paid at the regular rate.

The 3.30 hour figure is determined by multiplying the average annual number of legal holidays (10.5) by the holiday benefit of eight hours, dividing that number into 26 bi-weekly pay periods, and rounding up to the nearest tenth of an hour.

Retirement benefits will be paid on all holiday pay.

Section 3. If any days are added to or subtracted from the above list of recognized paid holidays by the legislature, or if the number of pay periods is changed through legislative action, such changes shall become effective on the date the legislation takes effect, and the formula set forth in Section 2 of this Article shall be adjusted accordingly.

Section 4. Part-time employees shall receive prorated holiday benefits.

ARTICLE NINE - LEAVES

Section 1. Vacation Leave.

- A. Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.
- B. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- C. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.

- D. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

<u>Years of Employment</u>	<u>Annual Leave Credits</u> <u>(Hours)</u>
1 day through 10 years	120
10 years through 15 years	144
15 years through 20 years	168
20 years on	192

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits must be credited with one year of employment for each calendar year of full-time employment following his/her date of hire.

- E. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.
- F. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of hours earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.
- G. An employee who terminates his employment for reason not reflecting discredit on him/herself shall, upon such termination, receive cash compensation for unused vacation leave in accordance with law, providing the employee has worked the qualifying period as set forth in Section A. above. Unused earned vacation leave shall be paid at the employee's regular rate of pay in effect at the time of the termination.
- H. The dates when an employee may take accrued vacation shall be determined by agreement between the employee and supervisor, in the best interest of the employer. Employees will request vacation prior to the start of the first 28-day cycle in January through the end of the first 28-day cycle in January of the following year. Order of selection will be by seniority.

Each year after vacations have been chosen, vacation requests will be considered on a case-by-case basis, in the order they are received. Such requests must be made in writing at least

five calendar days in advance of anticipated leave starting dates, unless otherwise mutually agreed. Leave requests will be made in 30-minute increments.

Section 2. Sick Leave Employees are entitled to sick leave benefits as set forth below.

- A. "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family.
- B. For the purposes of this Section, "immediate family" shall be defined as a member of the employee's household, including the employee, the employee's spouse, and the employee or spouse's child, parent, sibling, grandparent, grandchild or other legal dependent.
- C. An employee may use sick leave for:
 - 1. illness;
 - 2. injury;
 - 3. medical disability;
 - 4. maternity-related disability;
 - 5. quarantine;
 - 6. medical, dental, or eye examination or treatment;
 - 7. necessary care of or attendance to an immediate family member or, at the Employer's discretion, for another relative, for the above reasons and until other attendance can reasonable be obtained; and
 - 8. death or funeral attendance for an immediate family member or, at the Employer's discretion, for another person.
- D. Each permanent full-time employee shall earn sick leave credits from the first day of employment at the rate of 3.69 hours per pay period to be credited at the end of each pay period. There shall be no restriction as to the number of hours accumulated. Employees are not entitled to be paid for sick leave until they have been employed continuously for 90 days.
- E. An employee may not accrue sick leave credits while in a leave-without-pay status.
- F. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

- G. Bargaining unit employees are entitled to sick leave benefits provided they work the qualifying period.
- H. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the state, county, or city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment therefore shall be the responsibility of the agency wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same jurisdiction, he shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.
- I. An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.
- J. An employee may contribute accumulated sick leave to the non-refundable sick leave fund for state employees in accordance with the sick leave fund rules adopted by the Department of Administration.
- K. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.
- L. If the employer has reason to believe that an employee is abusing sick leave, a doctor's certification may be required before sick leave benefits are allowed.
- M. When an employee contacts the employer that they have injured themselves off duty or has an extended illness and can not report to work for extended time (48 hours) they will supply the employer with written notice from a doctor for the fitness to return to full duty. If the employer wishes a second opinion then he employer is liable for the cost of this opinion. This will assist employer from any liability if the employee were to return without proper medical authority. To exclude family members care.

N. An employee may be hired back to cover shift shortages caused by an employee on sick leave at a straight time rate.

Section 3. Additional leave for each hour in excess of 80 in a pay period, a fire fighter shall be credited with additional leave time as follows:

Years Experience	Leave time credit
1 - 10	.103875 hrs.
10 - 15	.115375 hrs.
15 - 20	.126875 hrs.
over 20 years	.1385 hrs.

This leave must be used during the year in which it is accrued. An employee may retain up to 24 hours of such leave so long as it is scheduled to be used within 90 days after June 30 of the year it was accrued. Otherwise it will be forfeit. Any additional leave which remains unused as of June 30 in any year will be lost. If an employee leaves employment sometime during the year such leave as has accrued under this section will be paid out in full.

The leave credits set forth in this section are based on the average number of regularly scheduled hours under Article 6 of this Agreement. It is understood and agreed that if the parties agree to adjust the average number of regularly scheduled hours under Article 6, the vacation leave credits listed in here will be adjusted accordingly.

Section 4. Leave Without Pay Employees may request to take leaves of absence without pay for good and sufficient reasons. Such requests will be made in writing to the Fire Chief. Approval of these requests is at the discretion of the Employer.

Section 5. Maternity Leave Eligible employees will be granted maternity leave as provided in Section 49-2-310 and 49-2-311, M.C.A.

A. The Employer may not:

1. terminate a woman's employment because of her pregnancy;
2. refuse to grant to the employee a reasonable leave of absence for such pregnancy;

3. deny to the employee who is disabled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
 4. require that an employee take a mandatory maternity leave for an unreasonable length of time.
- B. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Section 6. Military Leave. Eligible employees will be granted military leave as provided in Section 10-1-604, M.C.A.

An employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

Section 7. Jury Duty/Service As Witness. Employees will be granted leave to serve as jurors or witnesses in accordance with Section 2-18-619, M.C.A.

- A. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowance paid him by the court.
- B. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be

required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.

- C. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state government.

ARTICLE TEN - HEALTH INSURANCE

The Employer agrees to contribute the same amount toward the State of Montana group health insurance premium as established for all other state employees in 2-18-703, MCA.

ARTICLE ELEVEN - MISCELLANEOUS PROVISIONS

Section 1. Probationary employment. All new employees must complete a six month probationary period. The probationary period may be extended up to an additional six months if, at the end of the first period, the Employer determines that the employee's performance is not satisfactory. The Employer will notify the Union of any decision to extend the employee's probationary period.

During the probationary period employees may be terminated for any reason, without recourse to the grievance procedure set forth in Article 7.

The Employer may discharge any employee who has completed the probationary period only for just cause. The affected employee is entitled, upon request, to a written notice of such cause. It is understood that all employees must maintain their security clearance regardless of their status as to guard membership. Failure to maintain adequate clearance constitutes just cause for termination. From a liability perspective, it is incumbent upon the employee to notify management of any changes in security clearance or driver's license status.

Section 2. Reduction in Force and Recall. "Reduction in force" means the layoff of an employee for reasons including, but not limited to:

- A. elimination of programs;
- B. reduction in FTE's by the legislature;
- C. lack of work;

- D. lack of funds;
- E. expiration of grants;
- F. reorganization; and
- G. conditions where continuation of work would be inefficient or non-productive.

Seniority is defined as the total continuous length of service in the bargaining unit per Addendum C

Should the Employer exercise its prerogative to carry out a reduction in force, selection of employees for layoff will be based on seniority. That is, the last employee hired shall be the first released. No permanent employee will be laid off while a probationary employee within the bargaining unit is retained.

The Employer retains their right to re-assign employees to remaining positions. Employees will be re-assigned based on seniority. If a re-assignment results in a downgrade (demotion), the least senior employee will be re-assigned first. This language in no way sets a minimum or maximum number of employees that may be re-assigned due to a reduction in force. Pay rates for downgrades/demotions will be governed by the Pay Plan Rules.

If a layoff is imminent, all eligible employees may inform the Employer of their desire to take advantage of RIF benefits. It is understood, that if eligible employees pursue RIF benefits, this may result in less senior employees being retained.

Employees laid off by a reduction in the work force will be given a minimum of 14 calendar days notice.

Employees who are laid off through a reduction in the work force may be eligible for recall for a period of up to five years, if qualified, from the effective date of layoff. An employee who wishes to be eligible for recall must provide the Employer with a current address. The Employer will recall employees based on their seniority. That is, the last employee released as a result of a reduction in force shall be the first rehired.

Section 3. Wages. Wages shall be paid to employees in accordance with state central payroll system practices and procedures. Rates of pay for the classified positions covered by this bargaining unit are attached hereto as Addendum A and individual pay rates shall be administered in accordance with statute and Pay Plan Rules (MOM).

Section 4. For purposes of promotion from the Firefighter classification to the Engineer classification, an individual must have completed three years of actual work experience in the MTANG/GFIAP FIRE department and must have all certifications as outlined in *NGR 5-1/ANG 63-101 36-8-1a* as of March 2002.

Section 5. Physicals.

Employees will be provided with physicals in accordance with the current requirements under NFPA 1582.

Subsection 1. Drug Testing

Employees will participate in a random drug test program to meet requirements in *NGR 5-1/ANGI 63-101 chapter 36* dated March 2002. To be established in an addendum.

Section 6. Uniforms.

- A. Employees will be provided with protective clothing and equipment which meets the current Air National Guard, Table of Allowances.
- B. All new employees will purchase the prescribed initial issue of uniform clothing and will submit bills through the union for such purchase not to exceed \$430 for which they will be reimbursed. Thereafter they may be reimbursed for additional replacement expenses at the first regularly scheduled claim period which is scheduled not less than six months from their date of hire.
- C. The Great Falls Airport Firefighters Association and an approved commercial laundry service will enter into a contract for uniforms and uniform maintenance. The Great Falls Airport Firefighters Association will ensure that all firefighters are covered by this contract. The RSD personnel receive \$500 annually per person. Reimbursement will occur upon presentation of receipts. The 24-hour shift personnel receive \$350 annually per person. Reimbursement will occur upon presentation of receipts.

Upon presentation of an invoice by the Great Falls Airport Firefighters Association, the Department of Military Affairs will issue a check to the Great Falls Airport Firefighters Association to satisfy the contract. This invoice will be presented in October of each year.

The receipts for individual reimbursement will be submitted to a Union Uniform Representative during the month of April. At the end of April, the Union Uniform Representative will submit the receipts, verified by the Fire Chief and the Great Falls State Administrative Officer, to the State of Montana, Department of Military Affairs, Operations Support, Helena, for reimbursement.

Any uniform item which is irreparably damaged in the course of duty will be replaced at the employer's expense.

- D. It is agreed that the "Dress and Uniform Standard", attached hereto as Addendum B will constitute the minimum standard for personal appearance and uniform requirement. Any change in said standard must be agreed upon by the Labor Management committee.

Section 7. The Employer shall provide kitchen facilities for meal preparation.

Section 8. Employee Substitution/Trade Time. In accordance with Section 7 (p) (3) of the F.L.S.A.:

- A. Contingent upon the approval of the Senior Fire Officer or the Fire Chief, employees may substitute for each other during scheduled work hour so long as both parties are assigned to work in the same capacity. Any refusal of such an exchange request will be accompanied by a written explanation of the work related reason for such refusal.
- B. There shall be no limit on the number of approved shift exchanges including exchanges of "Kelly days" off.
- C. Where one employee is permitted to substitute for another, each employee will be credited as if he or she had worked his or her normal shift.
- D. No employee will receive overtime compensation as a result of the above provisions.

- E. The employer will not be required to keep records of the hours of substitute work, and will assume no liability for hours not "paid back" by employees performing substitute work or trading hours under the above provisions.
- F. Fire fighters reporting to work prior to their scheduled starting time with shift supervisor's approval may relieve fire fighters on the previous shift. Early relief time will not be considered compensable hours of work. This relief is on a voluntary basis by the employee and is not required by the employer.

Section 9. Association - Management Committee:

- A. There shall be an Association - Management committee composed of four members. The Association shall name two members and the Employer shall name two members. The committee shall meet four times per year or as otherwise agreed. The committee will meet to discuss matters of mutual interest.
- B. The meetings shall be at the call of the chairman and chairmanship shall alternate between the Association and the Employer. The party calling a meeting shall provide the other party with a tentative agenda at least five working days prior to the proposed meeting date. Neither party to the committee is limited by the tentative agenda. Upon mutual agreement between the Employer and the Association, the Committee may make joint written recommendations to the appropriate level of management.
- C. In the event that changes in the Position Descriptions of the members of this unit are being considered, the Union/Management committee will be allowed to review and comment on such proposed changes.

Section 10. Work out of Classification (Provisional appointment). Provisional appointment means the temporary appointment by the Fire Chief (or, in the Fire Chief's absence, the BCE or Deputy BCE) of a permanent employee to fill a position of a classification other than his own, while the employee regularly assigned to that position is absent. Such assignment must be in writing.

Subsection 1. Provisional pay.

An employee who is provisionally assigned to perform all the duties of a position at a higher grade level than his regular assignment for more than 30 calendar days shall be paid at the grade level of the higher position.

Subsection 2. Duration of status.

An employee given a provisional appointment shall not achieve permanent status in the higher classification and upon termination of the provisional appointment shall be returned to his officially assigned position and rate of pay.

Subsection 3. Basis of assignment.

Such provisional appointments will be made based on seniority within the shift. Seniority based on date of rank. In the case of a tie, then seniority in department.

Section 11. All schooling, training and educational materials required for continued employment will be furnished by the employer at no expense to the employees. Employees may request additional schooling or training, and if approved by the employer, the training will be paid by the employer and the employee will be allowed to attend schooling or training on paid time if during normal work hours.

ARTICLE TWELVE - SEVERABILITY

In the event that any provision of this Agreement is declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE THIRTEEN - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Employer and the Association. The parties expressly intend that neither party shall be obligated during the term of this Agreement to bargain over any subject, regardless of whether or not the subject is covered by the Agreement, and regardless of whether or not the subject was contemplated, discussed or made into a written proposal by either party during the negotiation of this Agreement.

ARTICLE FOURTEEN - EFFECTIVE DATE - TERM

This Agreement shall be effective upon ratification and signature by both parties, and shall remain in full force and effect through the 30th day of June, 2009. If either party desires to modify this Agreement, it shall give notice to the other at least 120 days prior to the expiration date. If the Association gives such notice, it shall notify the Chief of the State Office of Labor

Relations and the Department of Military Affairs, in writing. If such notice is given, negotiations shall begin not later than 90 days prior to the expiration date. The terms and conditions set forth in this agreement shall not be changed by either party without the consent of the other party during the negotiation, mediation, fact-finding or arbitration of the successor agreement.

ARTICLE FIFTEEN - NO STRIKES

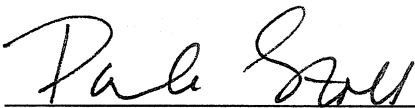
Section 1. Strikes, slowdowns, sickouts, or lockouts are prohibited during the term of this agreement. The critical nature of the employees' duties requires that they not allow any picket line to deter them from their duties.

Section 2. The Employer reserves the right to discipline, up to and including discharge, any employee who violates this Article.

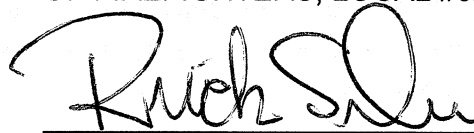
Section 3. In the event of breach of this Article, the Employer shall have such rights and recourse as the law may provide, including liability for any and all injury or damage which may result from such a breach.

FOR: STATE OF MONTANA

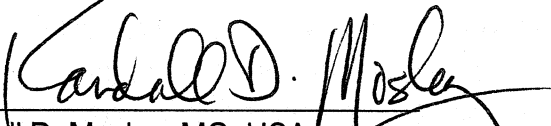
FOR: INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL #3261



Paula Stoll, Chief
State Office of Labor Relations



President, Local #3261



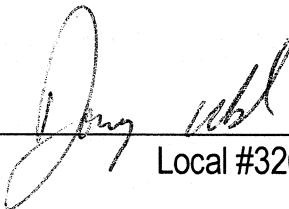
Randall D. Mosley, MG, USA,,
Adjutant General
Department of Military Affairs



Local #3261



Corey Halvorson, Lt Col, USAF
Base Civil Engineer



Local #3261

ADDENDUM A - PAY RATES

GROUP INSURANCE CONTRIBUTION

As provided in Article 10 and section 2-18-703 MCA the employer contribution toward group health benefits will increase by \$33 per month (to \$590 per month) effective January 2008, and increase by \$36 per month (to \$626 per month) effective January 2009.

HOURLY BASE WAGE

Base wages include three percent Emergency Medical Services certification compensation referenced in 2004 memoranda.

		PAY RATES					
		2007	OCTOBER 1				
			MCA 2-13-304 Statutory Longevity				
			5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS
			1.50%	3.50%	5.50%	7.50%	9.00%
	2006 BASE WAGE	BASE					
ROBATIONARY	\$12.250000	\$13.000000					
REFIGHTER	\$13.960000	\$14.462560	\$14.679498	\$14.968750	\$15.258001	\$15.547252	\$15.764190
ENGINEER	\$15.060000	\$15.602160	\$15.836192	\$16.148236	\$16.460279	\$16.772322	\$17.006354
EUTENANT	\$16.250000	\$16.835000	\$17.087525	\$17.424225	\$17.760925	\$18.097625	\$18.350150
EUTENANT DAY	\$19.590000	\$20.295240	\$20.599669	\$21.005573	\$21.411478	\$21.817383	\$22.121812
ENIOR LIEUTENANT	\$16.520000	\$17.114720	\$17.371441	\$17.713735	\$18.056030	\$18.398324	\$18.655045
APTAIN	\$17.540000	\$18.171440	\$18.444012	\$18.807440	\$19.170869	\$19.534298	\$19.806870
		2008	OCTOBER 1				
			MCA 2-13-304 Statutory Longevity				
			5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS
			1.50%	3.50%	5.50%	7.50%	9.00%
	2007 BASE WAGE	BASE					
ROBATIONARY	\$13.000000	\$13.000000					
REFIGHTER	\$14.462560	\$14.983212	\$15.207960	\$15.507625	\$15.807289	\$16.106953	\$16.331701
ENGINEER	\$15.602160	\$16.163838	\$16.406295	\$16.729572	\$17.052849	\$17.376126	\$17.618583
EUTENANT	\$16.835000	\$17.441060	\$17.702676	\$18.313113	\$18.400318	\$18.749140	\$19.010755
EUTENANT DAY	\$20.295240	\$21.025869	\$21.341257	\$22.077162	\$22.182291	\$22.602809	\$22.918197
ENIOR LIEUTENANT	\$17.114720	\$17.730850	\$17.996813	\$18.351430	\$18.706047	\$19.060664	\$19.326626
APTAIN	\$18.171440	\$18.825612	\$19.107996	\$19.484508	\$19.861020	\$20.237533	\$20.519917

ADDENDUM B - DRESS AND UNIFORM STANDARD

(Last revised 1 July 2007)

The purpose of this standard is to set forth a standardized dress and appearance guide for the Fire Department. This will be adhered to by all Fire Department personnel in regards to personal, as well as uniform, appearance and the wearing of the uniform. It will be the responsibility of all supervisors to ensure that all personnel abide by this standard and that appropriate action be taken against those who do not wish to conform.

1. PERSONAL APPEARANCE:

- A. Hair should show a neat appearance at all times. It will be no longer than the bottom of the shirt collar and no longer than the bottom of the ear. No fad haircuts will be acceptable; i.e. mohawks, skin shaves, etc. No ponytails or Qs will be allowed.
- B. Mustaches may be worn as long as they do not interfere with a proper seal when personnel are wearing SCBA, Self-Contained Breathing Apparatus.
- C. Jewelry should not be worn on duty, due to safety considerations, with the exception of watches with nonconductive watchbands.

2. UNIFORMS:

- A. Uniform Material Performance: Workstation uniforms will comply with NFPA 1976.
- B. Station Uniform: The standard uniform will consist of shirt, trousers, belt footwear, badge, name tag, collar brass, headgear, and patches as specified below.

The style, type and weight of uniform material will be identified and approved by Uniform Committee and Fire Chief, in compliance with O & M standard Chapter 3.6 and NFPA 1976. Refer to item D for reimbursable items.

- 1. Work Jacket: Jacket or cold weather coat, navy blue with (emblem on left chest or patch on left arm, U.S. flag on right arm pending type) name and rank on right chest, appropriate with climate.
- 2. Trousers: Conventional uniform style, navy blue.
- 3. Shirt: Uniform type with two flap pockets and badge tab, or golf type, conforming to the following structure:

- a. Uniform type, light blue in color, or golf type, navy blue in color.
 - b. Golf Type: navy blue, long or short sleeve, with emblem on left chest.
 - c. Undershirt: Navy blue with emblem on left chest. Style (long or short sleeve) depending on uniform type, i.e., sleeve with short sleeve, and long sleeve with long sleeve. Can be worn as an outer garment around station.
 - d. Work Shirt: Navy blue with emblem on left chest. Name and rank on right chest.
 - e. For wear around the station the uniform shirt, work shirt, undershirt, or golf type shirt may be worn.
4. Belt: The belt shall be black with plain buckle.
5. Footwear: Footwear shall be black in color; boots or shoes are acceptable, plain toe without design. Footwear must be serviceable. Cold weather footwear is approved as long as they are serviceable. Footwear will have a safety toe. Socks will be black if visible.
6. Badge: Air Force Fire Protection Badge.
7. Headgear: The authorized headgear is baseball type hat with emblem (navy blue), dress type hat, or cold weather stocking cap only.
8. Patches and Adornments: Authorized items are listed below.
- a. The US Flag will be worn on the right sleeve two inches from the top seam, centered
 - b. The Fire Department Patch will be worn on the left sleeve two inches from the top seam, centered.
 - c. The National Registry Emergency Medical Technician patch can be worn one and a half inches on the right breast above the pocket, centered.
 - d. Collar Brass will be optional, worn in the appropriate place, to determine rank, captains and above.

- e. Name Tag will be worn over the right breast pocket.
 - f. Badge will be worn on the left breast.
9. Optional Items: To be determined by the Fire Chief and the Uniform Committee in compliance with Section B, number 1. The approved optional items are:
- a. Vest with emblem on left chest (name and rank on right chest), navy blue.
 - b. Dress Hat
 - c. Dress Uniform
 - d. After hour's attire with emblem on left chest and left leg.
 - e. Insulated Coveralls
 - f. Golf Shirts, long sleeve, short sleeve
 - g. Turtle Necks, long sleeve
 - h. Headgear (Baseball type hat)
10. Physical Fitness Clothing: The physical fitness clothing can consist of any type of clothing but within the perimeters of good taste and condition, with the understanding that if an emergency happens in that time frame, turnout gear will be worn.
11. Organizational Items: The Fire Chief for wear can issue the following items:
- a. Coveralls
 - b. Mittens
 - c. Undershirt (cold weather)
 - d. Drawers (cold weather)

e. Footwear (Mukluk)

f. Face Mask (wool)

g. Cap (wool)

h. Parka

C. Basic Issue: All Fire Department personnel are authorized a basic issue of the uniform items listed below.

<u>Qty.</u>	<u>Item</u>
3-ea	Uniform type shirt
3 ea	Trousers
4 ea	U.S. Flag Patches
4 ea	Fire Department Patches
1 ea	Name Tag
1 ea	Work Jacket, appropriate with local climate
1 pr	Footwear
1 ea	Belt
1 ea	Tie, black (initial issue)
1 ea	Air Force Fire Protection Badge
3 pr	Socks, black (initial issue)
2 pr	Collar Brass
1 ea	Work Shirt

D. Replacement Clothing:

1. The above listed basic issue items listed will be replaced at no expense to Fire Department Personnel when clothing is accidentally damaged while on the job through no fault of the employee as determined by the supervisor.
2. All basic uniform items will be maintained with the uniform allowance and will be replaced according to serviceability, except for badges and socks. Under shirt is a fully reimbursable item.
3. All optional items are not reimbursable.
4. The Fire Department emblem is reimbursable on all items.

- E. Uniform Wear: All Fire Department personnel will wear the uniform appropriately as stated in the above manner. For official duty, i.e., out of station classes, official inspections, official meetings, the regular type uniform will be worn.

3. CLEANLINESSWEAR AND TEAR

All uniform items will be maintained in a neat and clean manner at all times. Any item that shows excessive wear will be replaced. It is everyone's duty to assure that we all present a professional appearance at all times.

4. RECOMMENDATION

The Uniform Committee will make their recommendations to management and labor for final approval between the labor and management committee.

ADDENDUM C - FIREFIGHTER SENIORITY LIST

Updated June 2007

Name	Date of Hire
McKamey	05 May 1980
Patch	24 Jul 1983
Silva	24 Jul 1983
Lee	16 Mar 1987
Schmidt	16 Mar 1987
Schulz	15 Jun 1987
Boule'	25 Jul 1988
Yoder	11 Mar 1991
Graves	08 May 1991
Gasvoda	01 Dec 1992
Schei	12 Feb 2001
Ulsh	06 Jun 2002
Bialczak	07 Mar 2005
Merriman	14 Mar 2005
Hackett N.	05 Oct 2005
Hilpert	06 Oct 2005
Phinney	06 Feb 2006
Wise	09 Dec 2006
Hackett A.	29 Dec 2006
Guzman	11 Jun 2007
Keller	18 Jun 2007

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